

RECORDATION REQUESTED BY:

First Tennessee Bank National Association
Commercial Banking - Southaven
615 Goodman Road East
Southaven, MS 38671

4/10/08 11:33:33
BK 2.883 PG 87
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED MAIL TO:

First Tennessee Bank National Association
Commercial Banking - Southaven
615 Goodman Road East
Southaven, MS 38671

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

First Tennessee Bank
First Tennessee Bank National Association
615 Goodman Road E
Southaven, MS 38671
(662) 349-2957

NOTE TO CHANCERY CLERK:



MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated December 2, 2007, is made and executed between Venture Builders Corporation, whose address is P O Box 296, Olive Branch, MS 38654 ("Grantor") and First Tennessee Bank National Association, whose address is Commercial Banking - Southaven, 615 Goodman Road East, Southaven, MS 38671 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated September 15, 2005 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded on September 07, 2005 in Book 2301 at Page 710 in the office of the DeSoto County Chancery Clerk.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

Lot 163, Chateau Ridge Subdivision, located in Section 11, Township 2, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 14, Pages 47-50, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Real Property or its address is commonly known as 4601 Royal Place, Olive Branch, MS 38654.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The maturity date is hereby extended to June 02, 2008 and repayment terms are changed to interest payable monthly with the next interest payment due on January 2, 2008, principal will be due at maturity. All other terms and conditions of the original documents will remain in force.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 2, 2007.

GRANTOR:

VENTURE BUILDERS CORPORATION

By:

Charles R. Pogue

LENDER:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

x

Authorized Officer

Loan No: 30030283

MODIFICATION OF DEED OF TRUST (Continued)

Page 2

CORPORATE ACKNOWLEDGMENT

STATE OF Ms

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COUNTY OF DeSoto

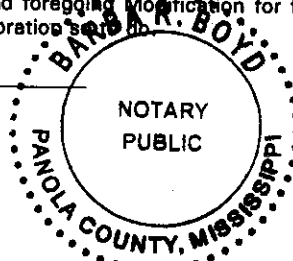
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Personally appeared before me, the undersigned authority in and for the said County and State, on this 2nd day of Dec, 2007, within my jurisdiction, the within named Charles R. Pogue, of Venture Builders Corporation, a Mississippi corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation's Board of Directors.

Barba R. Boyd
NOTARY PUBLIC

My Commission Expires:

8-18-2010

LENDER ACKNOWLEDGMENT

STATE OF Ms

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COUNTY OF DeSoto

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Personally appeared before me, the undersigned authority in and for the said County and State, on this 2nd day of Dec, 2007, within my jurisdiction, the within named Regional Mgr, who acknowledged that (he)(she) is Regional Mgr of First Tennessee Bank National Association and that in said representative capacity (he)(she) executed the above and foregoing Modification after first having been duly authorized so to do.

Barba R. Boyd
NOTARY PUBLIC

My Commission Expires:

8-18-2010